



Sales Representative Paperwork

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TEL: (866) 725-8500 – FAX: (888) 796-7738



Sales Representative Enrollment Form

Date Enrolled:

Office Number

Name:

Rep Number

Street Address 1
 Street Address 2
 City, State Zip

Date of Birth

Social Security #:

Primary Phone # () --

Alternate Phone # () --

Fax #: () --

Email Address:

INTERNAL USE ONLY		SPECIAL INSTRUCTIONS
W-9		
2 Forms of ID		
ACH Form		

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all

such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II—For U.S. Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to

report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





Premier Merchant Processing
6851 Jericho Tpke
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Syosset, NY 11791
Tel: (866) 725-8500
Fax: (888) 796-7338

ACH Transmittal Application Form

By signing below I authorize Premier Merchant Processing to transfer funds to my designated bank account.

Applicant's Name: _____

Office Name: _____

Address:
(as it appears on
your checks) _____

Bank Name: _____

Bank Phone #: _____

Bank Account Type: Checking / Savings
(circle one)

Account #: _____

Routing #: _____

Applicant's Signature: _____

PLEASE ATTACH VOIDED CHECK HERE

FORMS OF IDENTIFICATION



Sales Agent/Independent Sales Organization
Acknowledgement of Tax and Insurance Liabilities

As a Sales Agent or Independent Sales Organization (ISO) of Premier Merchant Services, LLC, (PMP) I acknowledge that I am responsible for reporting and paying all employment and income taxes on the commission income I have receive. I acknowledge that I am responsible for my own liability and workmen compensation insurance. I fully understand and accept that my earnings will be reported to me and the IRS via form 1099 by January 31st of each year for the previous year then ended. I hold PMP harmless for any taxes or insurance liability related to my engagement with PMP as an outside sales agent or ISO.

Acknowledged by Sales Agent/ISO

Signature

Date

Printed Name



ETHICS STATEMENT

As a Sales Representative of Premier Merchant Processing, LLC, you are required to maintain the highest ethical standards of professional conduct at all times. We recognize the need to provide you with consistent guidelines to achieve this goal, therefore, the following Ethics Statement has been formulated. Signing the Ethics Statement is a condition of participation the program and must be strictly adhered to all times.

- 1) I will maintain the highest standards of professionalism and will comply with the company policy at all times.
- 2) I will not broker any sales to any other party, nor sell any product or service that is not offered by Premier Merchant Processing, LLC, without their written consent.
- 3) I understand and agree that all advertising and marketing materials must receive prior approval according to card plan, bank and company policy.
- 4) I will adhere to simple truth and integrity and will not engage in any misleading or deceptive sales practices.
- 5) I will provide sound professional advice in all sales presentations and sales calls and will remain knowledgeable of industry services.
- 6) I will conduct due diligence and complete all site inspections truthfully. I will accurately report the nature of any business in which a prospective customer in engaged. I will promptly report to my appropriate manager or to the appropriate person at the corporate office, any notice which I may receive of any change in any customer's business which might expose the company to financial risk or if said business would be out of compliance with state policies.
- 7) I will quote all rates and charges consistent with Premier Merchant Processing, LLC's rate guidelines and I will not quote rates for other card types that I am not specifically registered to market.
- 8) I will not accept any payment in cash from customers or prospective customers and I will assure that all checks are properly made out to the company and not to me personally.
- 9) I will conduct all sales presentations in a positive manner, relying upon my ability and the value of Premier Merchant Processing, LLC to obtain customers. I will not, in any way, demean or speak negatively of my competition.
- 10) I will maintain the confidentiality of information provided to me by any prospective customer or company and will not reveal any such information without the proper consent or except to the company and its agents.

Signature – Sales Representative Acknowledgement

Date



NON DISCLOSURE STATEMENT

- 1) The Sales Representative acknowledges that during he/she's relationship with Premier Merchant Processing, LLC, he/she will have access to confidential information consisting of the following categories of information (collectively the Trade Secrets)
 - A) Financial information, such as Premier Merchant Processing, LLC's earnings, assets, debts, pricing structure, volume of purchase or sales and other financial data.
 - B) Supply and service information such as: goods and services, suppliers name or addresses, terms of suppliers service contract, or of a particular transactions, or related information regarding potential suppliers, bank card transaction processor, and related financial institutions, and Visa and MasterCard regulations.
 - C) Marketing information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of Premier Merchant Processing, LLC, sales forecasts, or results of marketing efforts or information about impending transactions.
 - D) Customer information, such as compilation of past, existing, or prospective customers, customer proposals or agreements between customers and Premier Merchant Processing, LLC, status of customers accounts or credits and related information about actual or prospective customers, including but not limited to, name and location of such merchants.
- 2) Premier Merchant Processing, LLC and The Sales Representative consider their relationship one of confidence with respect to the Trade Secret. Therefore, during and after the relationship between the parties, regardless of the reason for the termination of the relationship, the Sales Representative agrees to:
 - A) Hold all such information in confidence and not discuss, communicate or transmit any information to any third parties, without the prior written consent or authorization of or by Premier Merchant Processing, LLC or make any unauthorized copy or use of such information in any capacity, position or business unrelated to that of Premier Merchant Processing, LLC;
 - B) Use the Trade Secrets only in the furtherance of proper Premier Merchant Processing, LLC related reasons for which such information is disclosed or discovered;
 - C) Take all reasonable actions that Premier Merchant Processing, LLC's deems necessary or appropriate to prevent the unauthorized use of or disclosure of Trade Secrets, to protect Premier Merchant Processing, LLC's interest in said Trade Secrets; and

NON DISCLOSURE STATEMENT (cont'd)

- D) Except on behalf of Premier Merchant Processing, LLC the Sales Representative agrees that for a period of sixty (60) months after the termination of the relationship between Premier Merchant Processing, LLC and the Sales Representative, that the Sales Representative will refrain from dealing with, soliciting the business of, or otherwise conducting business, (whether on behalf of the Sales Representative, or any other person or entity for whom the Sales Representative is performing services, after termination of this agreement), of the type similar to that of Premier Merchant Processing, LLC with any other customer, supplier, or bank card transaction processor of Premier Merchant Processing, LLC at the time of such termination, anywhere in the United State of America.
- 3) The Sales Representative acknowledges that any violation of this agreement will cause Premier Merchant Processing, LLC immediate irreparable harm and that the damages which Premier Merchant Processing, LLC will suffer may be difficult or impossible to measure. Therefore, upon actual or impending violation of this agreement, Premier Merchant Processing, LLC shall be entitled to the issuance of violation by the Sales Representative or any entity or person acting with the Sales Representative. Such remedy shall be additional to and not in limitation of any other remedy which may otherwise be available to Premier Merchant Processing, LLC.

Signature – Sales Representative Acknowledgement

Date